# RECRON-CONDITIONS

These RECRON-conditions have been adopted through consultation with Consumentenbond and ANWB, in the context of the self-regulatory consultations 'Coördinatiegroep Zelfreguleringsoverleg' (CZ) of the socio-economic council SER, and they have come into effect on 1 July 2016.

**Article 1: Definitions**
In these conditions, the following definitions apply:

a. **Vacation accommodation**: tent, fold-out camping van, camping van, (permanent) caravan, bungalow, summer home, trekking cabin, and the like;
b. **Entrepreneur/recreation maker**: the company, institution, or association making available the vacation accommodation to the recreation taker;
c. **recreation taker**: the person entering into the agreement regarding the vacation accommodation;
d. **co-recreation taker**: the person(s) co-indicated on the agreement;
e. **third party**: any other person besides the recreation taker and/or his co-recreation taker(s);
f. **established price**: the compensation which is paid for the use of the vacation accommodation; It must thereby be indicated on a price list what is and what is not included in the price;
g. **costs**: all costs for the entrepreneur related to the exercise of the recreational business;
h. **information**: written/electronic information on the use of the vacation accommodation, the facilities and the rules regarding the accommodation;
i. **arbitration committee**: 'Geschillencommissie Recreatie', sectorial arbitration committee in The Hague, appointed by ANWB/Consumentenbond/ RECRON;
j. **cancellation**: the written termination of the agreement by the recreation taker prior to the effective date of the stay.
k. **a dispute**: if a complaint submitted by the recreation taker to the entrepreneur is not resolved to the satisfaction of parties.

**Article 2: Content agreement**

1. The entrepreneur makes available for recreational purposes, that is, not for permanent residence, to the recreation taker, a vacation accommodation of the kind or type agreed on, for the established period and the established price.
2. The entrepreneur is obligated to provide the written information on the basis of which this agreement is also concluded to the recreation taker in advance. The entrepreneur always timely communicates changes to it to the recreation taker in writing.
3. If the information deviates substantially from the information which was provided upon adoption of the agreement, the recreation taker has the right to cancel the agreement free of charges.
4. The recreation taker has the obligation to comply with the agreement and the associated information. He makes sure that co-recreation taker(s) and/or third parties visiting him and/or staying with him comply with the agreement and the associated information.
5. If what is stipulated in the agreement and/or the associated information is in conflict with the RECRON-conditions, the RECRON-conditions apply. This leaves unaffected that the recreation taker and the entrepreneur can make additional arrangements whereby, to the advantage of the recreation taker, these conditions are deviated from.

**Article 3: Duration and end of the agreement**
The agreement legally ends after expiry of the established period, without requiring notice to that effect.

**Article 4: Price and price change**

1. The price is established on the basis of the rates applicable at that moment, which are set by the entrepreneur.
2. If after determining the established price, due to increased burdening on the entrepreneur, extra costs occur as a result of a change to charges and/or levies, which regard the vacation accommodation or the recreation taker directly, these can be passed on to the recreation taker, also after conclusion of the agreement.

**Article 5: Payment**

1. The recreation taker must take care of payments in euros, unless agreed otherwise, with due regard for the established terms.
2. If the recreation taker, despite prior written warning, does not or does not adequately fulfill his payment obligation within a two-week term after the written warning, the entrepreneur has the right to cancel the agreement with immediate effect, without prejudice to the right of the entrepreneur to full settlement of the established price.
3. If the entrepreneur is not in possession of the total amount owed on the day of arrival, he has the right to refuse the recreation taker access to the vacation accommodation, without prejudice to the right of the entrepreneur to full settlement of the established price.
4. Such extrajudicial costs as are reasonably incurred by the entrepreneur, after default notice, are borne by the recreation taker. If the total amount is not settled timely, after written warning the legally determined interest rate will be applied to the amount still outstanding.

**Article 6: Cancellation**

1. In case of cancellation, the recreation taker pays compensation to the entrepreneur. It amounts to:
   - In case of cancellation more than three months prior to effective date, 15% of the established price;
   - In case of cancellation between three to two months prior to effective date, 50% of the established price;
   - In case of cancellation between two to one months prior to effective date, 75% of the established price;
   - In case of cancellation within one month prior to effective date, 90% of the established price;
   - In case of cancellation from the effective date, 100% of the established price.
2. The compensation will be refunded proportionally, after deduction of administration costs, if the place is reserved by a third party, upon proposal of the recreation taker and with the written permission of the entrepreneur, for the same period or a part of it.

**Article 7: Use by third parties**

1. Use of the vacation accommodation by third parties is only permitted if the entrepreneur has given its written consent for it.
2. The granting of permission may be subject to conditions, which in that case must be established beforehand in writing.

**Article 8: Premature departure recreation taker**
The recreation taker owes the full price for the established rate period.

**Article 9: Premature termination by the entrepreneur and evacuation in case of a culpable shortcoming and/or illegitimate act**

1. The entrepreneur can cancel the agreement with immediate effect:
   a. If the recreation taker, co-recreation taker(s) and/or third

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do not or do not adequately observe the obligations from the agreement, the associated information and/or government regulations, despite prior written, and to such a degree that, by standards of reasons and fairness, it cannot be demanded from the entrepreneur that the agreement is continued;
   b. If the recreation taker, despite prior written warning, causes disturbance to the entrepreneur and/or fellow recreation takers or to the good atmosphere on, or in the immediate surroundings of, the premises;
   c. If the recreation taker, despite prior written warning, uses the vacation accommodation in violation of the end-use of the premises.
2. If the entrepreneur wishes premature cancellation and evacuation, he must notify the recreation accordingly by personally handing over written notice. In this letter, the possibility must be pointed out to the recreation taker of submitting the dispute to the arbitration committee. The written warning can be foregone in urgent cases.
3. After cancellation, the recreation taker must make sure that the vacation accommodation is evacuated, and the premises left as soon as possible, though no later than within 4 hours.
4. The recreation taker remains bound in principle to pay the established rate.

**Article 10: Legislation and regulations**

1. The entrepreneur ensures at all times that the vacation accommodation, both on the inside and the outside, meets all environmental and safety standards which are (potentially) imposed on the vacation accommodation by the authorities.
2. The recreation taker is obliged to strictly observe all safety regulations which are effective on the premises. He also ensures that co-recreation takers and/or third parties who visit him and/or stay with him strictly observe the safety regulations which are effective on the premises.

**Article 11: Maintenance and installation**

1. The entrepreneur is obligated to maintain the recreational premises and the central facilities in proper conditions.
2. The recreation taker is obligated to keep the vacation accommodation and the immediate surroundings, during the effective time of the agreement, in the same state in which it was handed over to the recreation taker.
3. It is not permitted to the recreation taker, co-recreation takers and/or third parties to dig, fell trees, prune shrubbery, or conduct any such activity on the premises.

**Article 12: Liability**

1. The legal liability of the entrepreneur for other than damage regarding injury and death is limited to a maximum of € 455,000 per event. The entrepreneur is obligated to take out insurance for this.
2. The entrepreneur is not liable for an accident, theft, or damage on his premises, unless this is the result of a shortcoming which is attributable to the entrepreneur.
3. The entrepreneur is not liable for the consequences of extreme weather conditions or other forms of force majeure.
4. The entrepreneur is liable for malfunctions in the utilities facilities, unless he can make an appeal to force majeure.
5. The recreation taker is liable towards the entrepreneur for damage which is caused by the actions or failure to act on his part, the part of co-recreation taker(s) and/or third parties, to the extent it regards damage which can be attributed to the recreation taker, the co-recreation taker(s) and/or third parties.
6. The entrepreneur commits himself to take appropriate measures after the recreation taker reports disturbance caused by other recreation takers.

**Article 13: Disputes arrangement**

1. The recreation taker and the entrepreneur are bound by rulings of the arbitration committee.
2. To all disputes regarding the agreement, Netherlands legislation is applicable. The arbitration committee, 'Geschillencommissie', or alternatively a Netherlands court, is exclusively competent to hear these disputes.
3. In case of a dispute regarding the adoption or the implementation of this agreement, the dispute must be submitted no later than 12 months following the date on which the recreation taker submitted the complaint to the entrepreneur in writing or in another form to be determined by the arbitration committee.
   If the entrepreneur wishes to submit a dispute to the arbitration committee, he must request the recreation taker to pronounce himself within five weeks on whether or not he wishes to present himself for the arbitration committee. The entrepreneur must thereby announce that he will consider himself liberated after expiry of said term.
   Wherever the conditions speak of arbitration committee, a dispute may be submitted to the court of law. If the recreation taker has submitted the dispute to the arbitration committee, the entrepreneur is bound by this choice.
4. For the handling of disputes, reference is made to the Regulation of said 'Geschillencommissie Recreatie'. This arbitration committee is not competent to take into consideration a dispute which regards illness, injury, death or non-payment of an invoice which is not based on a material complaint.
5. For the treatment of a dispute, compensation is due.

**Article 14: Compliance guarantee**

1. RECRON will second the obligations of a RECRON-member vis-a-vis the recreation taker, imposed on the latter by a binding advice of the arbitration committee, under the conditions established between RECRON and 'Stichting Geschillencommissie voor Consumentenzaken', if the entrepreneur in question has not complied with it within the term established for it in the binding advice.
2. If the entrepreneur has submitted the binding advice for assessment to the civil court within two months after its date of issue, then the possible compliance with the binding advice is suspended until the civil court has pronounced a ruling.
3. For the application of the compliance guarantee it is required that the recreation taker makes a written appeal to it to RECRON.

**Article 15: Modifications**

Modifications to the RECRON-conditions can exclusively be adopted through consultation with consumer organizations, in the present case represented by ANWB and Consumentenbond.